

**TOWNSHIP OF ANDOVER  
COUNTY OF SUSSEX, STATE OF NEW JERSEY**

**RESOLUTION #R2025-152**

**A RESOLUTION OF THE TOWNSHIP OF ANDOVER, COUNTY OF SUSSEX AND  
STATE OF NEW JERSEY AUTHORIZING THE AWARD OF A CONTRACT FOR  
SOLID WASTE AND RECYCLING COLLECTION SERVICES**

**WHEREAS**, pursuant to N.J.S.A. 40A:11-1 et. seq., the Township of Andover advertised and solicited bids for solid waste and recycling collection services (the "Bid Specifications"); and

**WHEREAS**, the Township opened sealed bids for solid waste and recycling collection services ("Waste and Recycling Services") on October 21, 2025; and

**WHEREAS**, the Township received one (1) bid Waste and Recycling Services, from Blue Diamond Disposal, Inc., of Mount Arlington, NJ ("Blue Diamond"); and

**WHEREAS**, Blue Diamond's bid included proposals for each of two (2) options in the Township's Bid Specifications, attached hereto as Exhibit A, as follows:

Option #1: \$4,260,000  
Option #2: \$4,380,000; and

**WHEREAS**, Blue Diamond's bid has been duly reviewed and analyzed by the Andover Township Administrator and Attorney; and

**WHEREAS**, the bid received from Blue Diamond Disposal, Inc. is the lowest bid and has been found to be in proper form and in compliance with the provisions of N.J.S.A. 40A:11-1 et. seq. and the Bid Specifications as written; and

**WHEREAS**, the Mayor and Township Committee wish to award to Blue Diamond Disposal, Inc. the contract for Waste and Recycling Services, pursuant to Blue Diamond's proposal for Option #1; and

**WHEREAS**, the Chief Financial Officer has certified that sufficient funds are available for this contract.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Andover, County of Sussex, State of New Jersey, as follows:

**Section 1.** The Township of Andover hereby awards and authorizes the Mayor and Township Clerk to execute an agreement with Blue Diamond Disposal, Inc., 5 Howard Boulevard, Mount Arlington, New Jersey, 07856, for solid waste and recycling collection services, in an amount not to exceed \$4,260,000.

**Section 2.** The Mayor and Township Clerk are hereby authorized and directed to execute a contract with Blue Diamond Disposal, Inc. in accordance with its bid for solid waste and recycling collection services.

**Section 3.** The Township's Chief Financial Officer has certified the availability of funds for this contract.

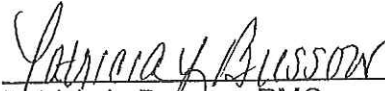
**Section 4.** This resolution and contract shall be available for public inspection in the office of the Township Clerk, and a copy of each shall be provided to Blue Diamond Disposal, Inc., 5 Howard Boulevard, Mount Arlington, New Jersey, 07856, for their information and guidance.

**Section 5.** All municipal officials are hereby authorized to take whatever actions may be necessary to implement the terms of this Resolution.

This resolution shall take effect immediately.

#### CERTIFICATION

I, Patricia L. Bussow, Municipal Clerk of the Township of Andover, in the County of Sussex in the State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Andover Township Committee at its meeting held on November 6, 2025.

A handwritten signature in cursive script, reading "Patricia L. Bussow", is written over a horizontal line.

Patricia L. Bussow, RMC  
Administrator/Municipal Clerk

TOWNSHIP OF ANDOVER  
COUNTY OF SUSSEX, STATE OF NEW JERSEY

RESOLUTION #R2025-167

A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF ANDOVER, COUNTY OF SUSSEX AND STATE OF NEW JERSEY AUTHORIZING AN ALLOCATION OF PAYMENTS AS TO THE CONTRACT AWARDED TO BLUE DIAMOND DISPOSAL FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES

**WHEREAS**, Blue Diamond Disposal, Inc., of Mount Arlington, NJ ("Blue Diamond") was awarded a five-year contract for solid waste and recycling collection services on or about November 6, 2025, in an amount not to exceed \$4,260,000 (the "Contract"); and

**WHEREAS**, under previous agreements for solid waste and recycling collection services, the Township had structured its payments so that equal monthly payments were made for the duration of the agreement; and

**WHEREAS**, under the Contract, such equal monthly payments would be allocated over five-year period as follows:

Year 1 - \$71,000/month  
Year 2 - \$71,000/month  
Year 3 - \$71,000/month  
Year 4 - \$71,000/month  
Year 5 - \$71,000/month; and

**WHEREAS**, in order to plan for eventual increases on a more consistent basis, Blue Diamond has agreed to structure the payments as follows:

Year 1 - \$67,000/month  
Year 2 - \$69,000/month  
Year 3 - \$71,000/month  
Year 4 - \$73,000/month  
Year 5 - \$75,000/month; and

**WHEREAS**, these payments do not change any terms of the Contract which includes but is not limited to the total payments made by the Township of Andover for solid waste and recycling collection services in the amount of \$4,260,000; and

**WHEREAS**, this payment allocation is beneficial to the Township from a standpoint of stabilizing the increase in the contract over the five-year period.

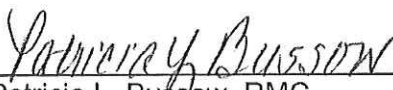
**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Committee of the Township of Andover, in the County of Sussex, and State of New Jersey as follows: pursuant to the Township's contract with Blue Diamond for solid waste and recycling collection services, payments shall be allocated as follows:

Year 1 - \$67,000/month (beginning January 1, 2026)  
Year 2 - \$69,000/month  
Year 3 - \$71,000/month  
Year 4 - \$73,000/month  
Year 5 - \$75,000/month

**BE IT FURTHER RESOLVED** that the Township Administrator may take whatever actions are necessary to effectuate these terms of agreement with Blue Diamond Disposal, Inc., which terms do not change any of the services, costs or total payments with respect to the Contract between the Township and Blue Diamond Disposal, Inc.

#### **CERTIFICATION**

I, Patricia L. Bussow, Municipal Clerk of the Township of Andover, in the County of Sussex in the State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by a majority of the full membership of the Andover Township Committee at its Regular Meeting held on December 4, 2025.

  
\_\_\_\_\_  
Patricia L. Bussow, RMC  
Administrator/Municipal Clerk

## CONTRACT

THIS CONTRACT made this First day of January, 2026, by and between:

**TOWNSHIP OF ANDOVER**, a municipal corporation  
of the State of New Jersey with offices at 134 Newton Sparta Road,  
Andover Township, New Jersey, 07860

(hereinafter "Township")

and:

**BLUE DIAMOND DISPOSAL, INC.**, a registered New  
Jersey Corporation with offices as 5 Howard Blvd, Mt. Arlington, NJ.,  
07860

(hereinafter "Contractor")

## WITNESSETH

In consideration of the Agreements herein contained, to be performed by the parties hereto, and of the consideration to be paid as set forth in the Contractor's October 21, 2025 bid proposal for 'Option #1' (hereinafter the "Bid Proposal"), and as amended by Andover Township Resolution 2025-167, it is mutually agreed as follows:

1. The Contractor will perform all work in connection with the collection, transportation and disposal of solid waste and recyclable material collected within the boundaries of the Township (hereinafter the "Collection Services") under the terms as stated in the Township's Notice to Bidders, Instructions to Bidders, Bid Proposal, Bid Bond/Guarantee, Consent of Surety, Contract Forms, Performance Bond, Specifications, Addenda, Notice of Award, Notice to Proceed and any other forms and/or documents made part of the aforementioned items, incorporated herein as Exhibit B (hereinafter the "Contract Documents"), and in accordance with the Bid Proposal.

2. The Contractor will furnish all of the equipment, supplies, tools, labor, superintendence, insurance and other accessories and services necessary to perform the Collection Services in accordance with the Contract Documents.

3. The Contractor will familiarize himself, his agents and employees with the road system of the Township. Additionally, Contractor will not start work prior to 5:00 a.m.

4. The Contractor agrees to perform all of the work described in the Contract Documents, specifically pursuant to 'Option #1' therein, and agrees to comply with all the terms and conditions therein for the price or prices submitted by him in his proposal and awarded by the Township.

The Contract Documents enumerated above are hereby made part of this Contract as though they were physically attached hereto and by execution of this Contract the Contractor acknowledges that he has examined and is familiar with the contents of the said Contract Documents.

6. The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additional deductions, contained in the Contract Documents in such amounts as required by the Contract Documents.

7. This Contract shall commence on January 1, 2026 and continue through and including December 31, 2030.

8. The total cost of the Contract for the term which is set forth in Paragraph 7 of this Contract is \$4,260,000 which shall be paid by the Township in payments as specifically set forth by Andover Township Resolution 2025-167.

9. VIOLATIONS AND PENALTIES

A. A "single violation" shall be construed as the failure by the Contractor to pick up from any one regularly scheduled location or stop. Contractors are on notice that for each and every single violation of the terms of the pertinent contract, the Contractor will pay the Township, at the option of the Township, the sum of One Hundred dollars (\$100.00) per violation for each day that each single violation may continue, which sum is hereby fixed and settled as liquidated damages. Any such liquidated damages may be deducted from the payments due under this contract.

B. An "early pick-up violation" shall be construed as each individual case of a contractor starting work prior to 5:00 a.m. Contractors are on notice that for each and every single violation of the terms of the pertinent contract, the particular Contractor will pay the Township, at the option of the Township, the sum of One Hundred dollars (\$100.00) per violation for each day that each single violation may continue, which sum is hereby fixed and settled as liquidated damages. Any such liquidated damages may be deducted from the payments due under this contract.

C. Contractor is responsible for collection and disposal of solid waste and recyclable material and under this contract shall not commingle solid waste with recyclable material and vice versa. Contractor shall be responsible to the Township of Andover for any costs or penalties imposed on the Township resulting from attempted disposal of solid waste and/or recyclable material in violation of applicable law.

D. In the event that a Contractor fails to carry out the pertinent contract and fails to substantially do and perform the work thereunder, the cost and expense of the same shall be deducted from any amount which may be due and owing to said Contractor and said Contractor shall agree to pay to the Township the excess thereof, and in case the Township does elect to do said work upon the default of the Contractor, it shall have the additional right at any time thereafter to cancel and bring to an end the pertinent contract. The Notice required by this section may be served upon the Contractor either personally or upon the Contractor's agent or employee, or by certified mail, directed to said Contractor at the address hereinafter stated.

E. Notwithstanding the foregoing provisions, should Contractor fail to make collections as provided for herein on the days stated in the schedule from one or more premises in the Township, said Contractor shall return and provide a collection within twenty-four (24) hours of notification by the Township through its designated representatives. If a Contractor fails to effect a collection within said twenty-four (24) hours, then the Township may cause the collection to be made and may deduct the expense of such collection from any monies which may be due or become due to the Contractor under the terms of the pertinent contract. Liquidated damages will apply for any missed collection irrespective of whether or not the collection is made up within 24 hours.

Verbal notice of such failure to collect, given to anyone at the Contractor's stated telephone number, e-mail address and/or stated address, shall constitute a Notice within the meaning of this section. The Contractor will not be required to consider any complaints other than those which have been directed to him at the stated business address and/or the telephone answering service which he will provide between the hours of 5:00 a.m. and 6:00 p.m. daily except Sundays.

#### 10. RIGHT TO EXTEND CONTRACT

The Township of Andover reserves the right to extend the contract upon agreement between the Township and the Contractor in accordance with N.J.S.A. 40A:11-15.

#### 11. RIGHT TO TERMINATE

The Township shall have the right to declare the Contractor in default in any of the following eventualities:

A. The Contractor becomes insolvent;

B. The Contractor makes an assignment for the benefit of creditors, pursuant to the statutes of the State of New Jersey or any other state;

C. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor;

D. The Contractor fails to commence work when notified to do so by the Township;

E. The Contractor abandons the work;

F. The Contractor, without just cause, reduces his working force to a number which, if maintained, would be insufficient in the opinion of the Township, to do the work contracted for in a satisfactory manner and fails or refuses to sufficiently increase such working force when ordered to do so by the Township;

G. The Contractor sublets, assigns, transfers, conveys, or otherwise disposes of his contract without written consent from the Township;

H. A receiver or receivers are appointed to take charge of the Contractor's property or affairs;

I. The Township determines that the Contractor is or has been unnecessarily, unreasonably, or willfully delaying the performance and completion of the work;

J. The Township determines that the Contractor is or has been willfully or in bad faith violating any of the provisions of the contract;

K. The Township determines that the Contractor is not or has not been executing the contract in good faith and in accordance with its terms.

Before the Township shall exercise its right to declare the Contractor in default, the Contractor shall be given an opportunity to be heard on two (2) days' notice.

The right to declare the Contractor in default for any of the grounds specified or referred to herein shall be exercised by sending via certified mail or serving personally upon the Contractor a notice, signed by an appropriate Township official, setting forth the ground or grounds upon which such a default is declared. Upon receipt of such notice, the Contractor shall immediately discontinue all further operations under this contract.

The Township, after declaring the Contractor in default, may in its discretion and in accordance with all applicable laws and regulations determine the means and manner by which the contract will be completed. After such completion, the Township shall certify the expense incurred in such completion, which shall include the costs of re-letting as well as the total amount of liquidated damages (at the rate provided for herein) from the date when the Contractor discontinued operations until the termination date of the contract in accordance with the terms of same and shall include all attorneys fees and other costs and expenses. Such certification shall be binding and conclusive upon the Contractor as to the amount therefore.

## 12. INCREASE IN NUMBER OF COLLECTION UNITS

In the event the number of collection units increases more than five percent (5%) of the number of the units included at the commencement of the particular contract, the Contractor shall be entitled to request additional compensation for only the number of units over five percent (5%) of the original amount. Said additional compensation shall be calculated by dividing the annual cost of the pertinent contract by the number of stops and multiplying that per unit amount by the number of units in excess of five percent (5%) of the original number of units, prorated as to the date that the certificate of occupancy for the particular unit(s) in question was issued.

13. NON-DISCRIMINATION: During the performance of this contract, the contractor agrees as follows:

Exhibit A  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27  
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto the day and year as indicated in the acknowledgements attached hereto and made a part hereof.

TOWNSHIP OF ANDOVER

By: Thomas D. Walsh, Jr.  
Thomas D. Walsh, Jr.  
Mayor

ATTEST: Patricia L. Bussow  
Patricia L. Bussow, RMC  
Administrator/Municipal Clerk

(Township Seal Affixed Here)

**FOR CONTRACTOR:**

WITNESS OR ATTEST:

Kimberly Diedrich  
WITNESS SIGNATURE

Kimberly Diedrich  
Witness Name and Title  
Office Manager

Timothy Shortino  
PRINCIPAL SIGNATURE

Timothy Shortino  
Principal Name and Title  
District Mgr.

**BOND NUMBER: EACX4051699**  
**PREMIUM: \$3,618.00**

**7.2. PERFORMANCE BOND**

**PERFORMANCE BOND (100%)**

THIS FORM APPLIES TO THE SUCCESSFUL BIDDER(S) AFTER NOTIFICATION OF AWARD. THE PERFORMANCE BOND MUST BE SUBMITTED TOGETHER WITH THE EXECUTED CONTRACT.

KNOW ALL MEN BY THESE PRESENTS that

Blue Diamond Disposal, Inc., 5 Howard Blvd, Mt. Arlington, NJ 07856,  
(Name of Contractor) (Address of Contractor)

a Corporation hereinafter called Principal, and  
(Corporation, Partnership or Individual)

Endurance Assurance Corporation, 750 Third Ave, 2nd Floor,  
(Name of Surety Company) (Address of Surety)

New York, NY 10117 hereinafter called Surety, are held and firmly bound

unto THE TOWNSHIP OF ANDOVER, 134 NEWTON SPARTA ROAD, ANDOVER TOWNSHIP, NEW JERSEY, 07860

, hereinafter called OWNER, in the penal sum of Eight Hundred Four Thousand and 00/100  
(Amount of Contract in Words)

Dollars (\$ 804,000.00 ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 9th day of January, 20 26, a copy of which is hereto attached and made a part of hereof for the construction, service or supply of:

**SOLID WASTE AND RECYCLABLE MATERIAL COLLECTION AND DISPOSAL SERVICE**

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guarantee period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety for the value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract for the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed  
(Number)  
an original, this the 9th day of January, 20 26.

ATTEST:

Patrick J. Shea  
(print name of principal secretary)  
Executive Vice President,  
General Counsel and Secretary

[Signature]  
(signature of principal secretary)

(PRINCIPAL'S SEAL)  
No Seal

ATTEST:

SEE ATTACHED CA NOTARY ACKNOWLEDGMENT  
(print name of witness as to surety)



\_\_\_\_\_  
(signature of witness as to surety)

(SURETY SEAL)

PRINCIPAL:

Blue Diamond Disposal, Inc.  
(print name of principal (company))

5 Howard Blvd. Mt. Arlington, NJ 07856  
(print address of principal (company))

James M. Little  
(print name of principal official)

BY: [Signature]  
(signature of principal official)

SURETY:

Endurance Assurance Corporation  
(print name of surety company)

750 Third Ave, 2nd FL, New York, NY 10117  
(print address of surety company)

Donna Borja  
(print name of attorney-in-fact for surety)

BY: [Signature]  
(signature of attorney-in-fact)

Note: Date of PERFORMANCE BOND must not be prior to date of contract. If CONTRACTOR is Partnership, all partners should execute BOND.  
Important: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation ("EAC"), Endurance American Insurance Company, a Delaware corporation ("EAIC"), Lexon Insurance Company, a Texas corporation ("LIC"), and/or Bond Safeguard Insurance Company, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Dave Garese, Donna Borja, Lisa Betancur, Maria Ruffino

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

**Endurance Assurance Corporation**

**Endurance American Insurance Company**

**Lexon Insurance Company**

**Bond Safeguard Insurance Company**

*Richard M Appel*

*Richard M Appel*

*Richard M Appel*

*Richard M Appel*

By:  
Richard Appel; SVP & Senior Counsel

By:  
Richard Appel; SVP & Senior Counsel

By:  
Richard Appel; SVP & Senior Counsel

By:  
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By:

*Amy Taylor*

Amy Taylor, Notary Public – My Commission Expires 3/9/27



**CERTIFICATE**

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:  
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,  
and be it further  
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this

9th

day of

January

2026

By: Daniel S. Lute, Secretary

**NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco )

On January 9, 2026 before me, Maria Duran Rufino, Notary Public  
(insert name and title of the officer)

personally appeared Donna Borja,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *mpdrufino* (Seal)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                   |                                                                                                                                                                                                 |                                 |
|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <b>PRODUCER</b><br>NFP Prop & Casualty Serv Inc.<br>3620 American River Drive<br>Suite 125<br>Sacramento CA 95864 | <b>CONTACT NAME:</b><br><b>PHONE</b><br>(A/C, No, Ext):<br><b>E-MAIL</b><br>ADDRESS: wcnuscoirequest@nfp.com                                                                                    | <b>FAX</b><br>(A/C, No):        |
| <b>INSURED</b><br>Blue Diamond Disposal, Inc.<br>3 Waterway Square Place, Suite #110<br>The Woodlands, TX 77380   | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A : ACE American Insurance Company<br>INSURER B : Chubb Indemnity Insurance Company<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : | <b>NAIC #</b><br>22667<br>12777 |

**COVERAGES****CERTIFICATE NUMBER:** 2034864924**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                               | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                        |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | HDO G49353066 | 8/1/2025                | 8/1/2026                | EACH OCCURRENCE \$ \$2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000<br>MED EXP (Any one person) \$ \$10,000<br>PERSONAL & ADV INJURY \$ \$2,000,000<br>GENERAL AGGREGATE \$ \$5,000,000<br>PRODUCTS - COMP/OP AGG \$ \$4,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                       |           |          | ISAH10755517  | 8/1/2025                | 8/1/2026                | COMBINED SINGLE LIMIT (Ea accident) \$ \$10,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                            |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                 |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                                      |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y/N<br>N  | N/A      | WLR C72796573 | 8/1/2025                | 8/1/2026                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ \$1,500,000<br>E.L. DISEASE - EA EMPLOYEE \$ \$1,500,000<br>E.L. DISEASE - POLICY LIMIT \$ \$1,500,000                                               |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TOWNSHIP OF ANDOVER, to the extent required by written contract, is an additional insured with respect to General Liability

**CERTIFICATE HOLDER****CANCELLATION**TOWNSHIP OF ANDOVER  
134 NEWTON - SPARTA ROAD  
NEWTON NJ 07860

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

## CONTRACT ACCEPTANCE

**BLUE DIAMOND DISPOSAL, INC.** hereby accepts the Contract for SOLID WASTE AND RECYCLABLE MATERIAL COLLECTION AND DISPOSAL SERVICE and agrees to conform to all of the terms and conditions of the Contract Documents and to perform services or furnish the labor and/or materials as set forth in the Contract Documents for the price(s) as set forth in our bid.

### FOR CONTRACTOR:

DATED: January , 2026

WITNESS OR ATTEST:

Timothy Shortino  
PRINCIPAL SIGNATURE

[Signature]  
WITNESS SIGNATURE

Timothy Shortino  
Type Principal Name and Title  
District Mgr.

Kimberly Diedrich  
Type Witness Name and Title  
Office Manager

Communications concerning this proposal should be transmitted to the address of Bidder as follows:

Name and Title of Principal: Timothy Shortino, District Mgr.

Bidder Name: BLUE DIAMOND DISPOSAL, INC.

Business Street Address: 5 HOWARD BOULEVARD

City, State Zip: MOUNT ARLINGTON, NJ 07856

### FOR TOWNSHIP OF ANDOVER:

DATED:

Thomas D. Walsh, Jr.  
Thomas D. Walsh, Jr.  
Mayor

Patricia L. Bussow  
Patricia L. Bussow, RMC  
Administrator/Municipal Clerk

